

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MICHAEL NEYELLE AND SALLY GROSSETETE**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

MICHAEL NEYELLE AND SALLY GROSSETETE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act* the respondents shall pay the applicant rent arrears in the amount of one thousand two hundred sixteen dollars (\$1216.00).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MICHAEL NEYELLE AND SALLY GROSSETETE**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

MICHAEL NEYELLE AND SALLY GROSSETETE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 10, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant

Date of Decision: June 12, 2003

REASONS FOR DECISION

The respondents were served with Notices of Attendance on May 30, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant stated that the tenancy agreement between the parties was terminated on June 1, 2003 when the respondents vacated the premises. The applicant retained the security deposit and accrued interest, applying it against repairs, cleaning and rent arrears. The applicant sought an order for rent arrears in excess of the retained security deposit in the amount of \$1366. The applicant provided the tenant ledger, security deposit statement and photographs of the rental premises in evidence.

In my opinion, the deductions for cleaning and repairs are reasonable with the exception of the carpet replacement. The applicant stated that she believed the carpet was new at the commencement of the tenancy, making it nearly two years old. The photographic evidence indicates severe damage to the carpet and replacement was undoubtedly necessary. In my opinion, the landlord should receive 4/5ths of the replacement value, given a ten year life expectancy of the carpet. I find reasonable compensation to be \$600.

I find the rent ledger to be in order and the rent arrears to be \$1690.

Applying the security deposit first to cleaning and repair costs, I find the remaining rent arrears owing the landlord to be \$1216, calculated as follows:

Security deposit and interest	\$1244.00
Cleaning	(100.00)
Carpet replacement	(600.00)
Screens	(40.00)
Bulbs and Globes	(15.00)
Refrigerator handle	(15.00)
Rent arrears	<u>(1690.00)</u>
Amount owing applicant	\$1216.00

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$1216.

Hal Logsdon
Rental Officer